

United States District Court
Southern District of Texas
FILED

AUG 29 2018

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

David J. Bradley, Clerk of Court

IFEANYICHUKWU IROH,

Plaintiff

V.

CIVIL ACTION NO:

SUMMIT TRUSTEE SERVICES, LLC, CALIBER HOME LOANS,
DAVID NILSEN, LSF9 MASTER PARTICIPATION TRUST,
DHI MORTGAGE COMPANY LTD, U.S. BANK TRUST, N.A.,
SANDY DASIGENIS, BANK OF AMERICA, N.A.

Defendants

ORIGINAL COMPLAINT

1. This action is brought under the Fair Debt Collection Practices Act, Uniform Commercial Code Articles 3, 8, and 9, Property Code section 5.002, Deceptive Trade Practices Act, and Article nine: section 203 (UCC 9 (nine)-203 (b), Title 17 of the Code of Federal Regulation, and U.S. constitution.
2. Jurisdiction is conferred by diversity of citizenship, 28 U.S.C. Subsection 1391.
3. On or around July 26, 2018, Plaintiff, IFEANYICHUKWU IROH, exercised his legal right, disputed alleged debt, and requested for debt validation on July 26, 2018 (Exhibit A) and July 27, 2018 (Exhibit B) from Defendants, Summit Trustee Services, LLC, U.S. Bank Trustee, N.A., Caliber Home Loans, LSF9 Master Participation Trust via certified and Registered mails. On August 2, 2018 (8/2/18), the defendants U.S. Bank Trustee, N.A., LSF9 Master Participation Trust, Caliber Home Loans, and Attorney(s) in fact signed receipt of Plaintiff's Dispute Notice and Request for Validation of Alleged Debt- (Exhibit C). These defendants have not

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validated debt alleged. While Summit Trustee Services signed for certified mail-7017 3040 00000042 3999 (Exhibit D) on August 2, 2018, this same defendant *refused* to accept Registered Mail-RE 505 351 095 US (Exhibit E), in which Plaintiff disputed allege debt and requested for debt validation. The defendant, Summit Trustee Services, LLC, after signing for plaintiff's notice in Exhibit D, Refusing in Exhibit E, and *without validating same alleged debt*, Summit Trustee Services, LLC proceeded to place Plaintiff's Real property for auction on a foreclosure sale scheduled for September 4, 2018 with a defective Instrument (2015027380) (see Exhibit F) fraudulently files on public record which has been disputed by plaintiff on around March 18, 2015 and have never been verified nor validated. Plaintiff have several records of disputing alleged debt in the past. They are too many to submit them all now to this Honorable court. Defendant Caliber Home Loans acknowledged receipt and signed for one such letter from Plaintiff on April 6, 2015 (4-6-15) to Caliber Home Loans ATTN: Dispute department and Accounting (Exhibit G). In the Assignment of Deed of Trust by Summit Trustee Services, LLC, on or around March 12, 2015 (Instrument # 2015027380), *The Notary Public stated the following:*

A notary public or other officer completing this certificate *verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

On or around March 7, 2015 (Exhibit H) Plaintiff gave notice and disputed alleged debt and requiring validation to all defendant, except for the two individuals noted above.

Since March 12, 2015, these defendants have not been able to validate same alleged debt, nor the Assignment of Deed of Trust attached to it. None of these defendants have

standing. None of these defendants is a party of interest, have received consideration, and therefore are not armed to assign, sale, or foreclose on Plaintiff's Real Property with a defective instrument. When Plaintiff requested for validation of alleged debt, the only cause of action these defendants take is not to validate alleged debt and immediately placing the Plaintiff's Real Property for auction in a Foreclosure sale. Defendants, David Nilsen and Sandy Dasigenis, both have joined Summit Trustee Services, LLC with their authorization and signatures to a defective Assignment of Deed of Trust and authorization of foreclosure sale of Plaintiff's Real Property which is disputed and have not been validated for its truthfulness and accuracy (NOTICE OF SUBSTITUTE TRUSTEE'S SALE-witnessed on August 3, 2018-*Disputed and without validation* (see Exhibit F and Exhibit I). This is a violation of the Fair Debt Collection Practices Act. It is *unfair and unconscionable*. It is abusive and a form of harassment. Plaintiff, IFEANYICHUKWU IROH, has full possession of Real Property commonly described as 3915 Eastland Lake Drive Richmond Texas 777406, lives in Real property as primary home and with superior title. Plaintiff, IFEANYICHUKWU IROH, will not abandon claim to Quiet Title; but rather upholds it. The assignments of deed of trust held by defendants are unenforceable under the law; its enforcement will not be in the interest of the public and against public policy. On and around March 17, 2015, Plaintiff was at Fort Bend County Clerk Office and was told the computer system was down and that Plaintiff can use any home computer with internet to access information at home. Much to Plaintiff's surprise, Plaintiff witnessed *several pending documents in the County Clerk's System not previously recorded, counting from year 2008. Plaintiff checked the next morning and was shocked to find same pending documents all filed the next morning.*

Some were entered manually, hand written, and back dated, all the way back to 2008 for Defendants. Plaintiff mentioned this only because it happened. When an audit is performed, this information can be verified. *Prior to this, On or around March 7, 2015, Plaintiff mentioned to the defendants, except for the two individuals, concerning a break in the chain of title.* One can reasonable believe these efforts by the defendants are attempts to conceal and hide the break in the chain of title mentioned in Plaintiff's dispute letter on and around March 2015 (see Exhibit H). These defendants have committed fraud by non-disclosure and not fully informing the Plaintiff.

Both Caliber Home Loans and Bank of America, N.A. deceived Plaintiff by represented an altered and two different versions of Note (Exhibit J) and attempted to conceal the fact the both Countrywide and DHI Mortgage Company LTD were listed and signed as Borrowers on the Note and received consideration and therefore are not armed. One of the Note stated under Borrower, not lender: PAY TO THE ORDER OF Countrywide Bank, FSB, DHI Mortgage Company LTD WITHOUT RECOURSE (twice) while the other note *had same information removed by BANK of America, N.A and Caliber Home Loans and presented same to Plaintiff, to mislead and deceive the Plaintiff.* Defendant, Bank of America, N.A., received in error payments from Plaintiff, refused to give Plaintiff receipt, and refused to refund back plaintiff's money. Plaintiff demands for Accounting. Plaintiff assert right as lawful and sole owner to above described property per Fort Bend Public record; And per Article 9, section 203 (Article Nine: section 203 (UCC 9 (nine)-203 (b), Mortgage Deed and or debt have been satisfied. Also, once a party receives consideration, same party is no longer armed, is not the party of interest, and losses right to make assignments and appoint successors. Lastly, Defendant, Bank of

America, N.A. admitted guilt, on or around 06/30/2015, and sent Plaintiff a Bank of America Settlement check-CHECK NUMBER 164607 (Exhibit K). Plaintiff did not cash this check.

Plaintiff have never received any money from any of the above defendants listed above, not even one dollar. Plaintiff have never accepted having Caliber Home Loans as a secure lender. Anyone Petitioning this on Plaintiff's behalf, acted on his or her own, against Plaintiff's wishes, without full disclosure, and without Plaintiff's consent.

Per Article 9, section 203 (UCC 9 (nine), -203 (b), Plaintiff, IFEANYICHUKWU IROH is recorded as the lawful and sole owner in Fee-Simple of Real property commonly known as 3915 Eastland Lake Drive Richmond, Texas 77406 in the public record of Fort Bend County.

I was once a medical student with hopes and dreams to positively contribute to society as a medical doctor. These hopes and dreams were stroke down. Though not dead, they have been severely injured or harmed. The credit goes to BANK of AMERICA, N.A., Summit Trustee Services, LLC, U.S. Bank Trust, and Caliber Home Loans, along with all the other defendants. These defendants have committed slander against my good name with false and misleading statements, concealing the truth, withholding full disclosure from Plaintiff, and destroyed my credit. Words alone may not be enough to fully describe all that I, the Plaintiff, have experienced, especially because of these defendants' actions or lack thereof.

For damages, injuries, loss suffered, pain and including the interruption and stop to m Plaintiff's Medical Education caused by defendants' reckless, unlawful, and negligent actions, Plaintiff seek relief in the amount of \$42, 000, 000.00 and a permanent injunction

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against defendants including Bank of America, N.A., Summit Trustee Services, DHI Mortgage Company LTD, and Caliber Home Loans from future foreclosure attempts, when alleged debt cannot be validated since 2015. Also, Plaintiff make a motion to this Honorable Court and applies for Restraining Order be placed on all defendants including Summit Trustee Services, LLC, halting the foreclosure sell of Plaintiff Real Property, scheduled for September 4, 2018, and or until this matter is settled.

Respectfully Submitted,



IFEANYICHUKWU IROH

Date: August 28, 2018

3915 Eastland Lake Drive
Richmond, Texas 77406

Telephone: 832-406-9284

Exhibit A

Notice: Alleged Debt Dispute

July 26, 2018

To: You: Summit Trustee Services, U.S. Bank Trustee, LSF9 Master Participation Trust, Caliber Home Loans, Inc., and attorney(s) in fact

Summit Trustee Services
2763 Camino Del Rio S., 1st FL
San Diego, CA 92108

U.S. Bank Trustee, LSF9 Master Participation Trust, Caliber Home Loans, Inc., and Attorney(s) in fact
16745 W. Bernardo Drive, Ste 300
San Diego, CA 92127

From: Property: Owner
3915 Eastland Lake Drive
Richmond, Texas 77406

Please note the following: I, property owner, dispute owning you any debt. Also, you have failed to validate *alleged debt* per owner's request several times in the past. *Expect for only lawful, true, verifiable, and nonfraudulent validation of alleged debt within 30 days of this notice*, STOP all forms of communications, directly or indirectly with above property owner, now.

Now, I do not have any international agreement with you. If you feel that you do have any agreement with property owner, all such agreements are revoked by property owner now and forever. As mentioned in the past, and again now, you do not have owner's consent to act on any matter that can directly or indirectly affect property owner. I do not accept your offer. I do not recognize you. I do not understand you nor your intent.

Stop now all forms of communication with property owner listed above. Any form of communication from you or anyone acting on your behalf, directly or indirectly are unwelcomed and upsetting.

Exhibit B

Notice: Alleged Debt Dispute

July 27, 2018

To: You: (Summit Trustee Services, U.S. Bank Trustee, LSF9 Master Participation Trust, Caliber Home Loans, Inc., and attorney(s) in fact).

Summit Trustee Services
2763 Camino Del Rio S., 1st FL
San Diego, CA 92108

U.S. Bank Trustee, LSF9 Master Participation Trust, Caliber Home Loans, Inc., and Attorney(s)
in fact
16745 W. Bernardo Drive, Ste 300
San Diego, CA 92127

From: Property Owner
3915 Eastland Lake Drive
Richmond, Texas 77406



Please note the following: I, property owner, dispute owning you any debt. *Except for only lawful, true, verifiable, detailed, itemized, non-altered, and nonfraudulent validation of alleged debt within 30 days of this notice*, STOP all forms of communications, directly or indirectly with above property owner immediately.

Now, I do not have any international agreement with you. If you feel that you do have any agreement with property owner, all such agreements are revoked by property owner now and forever. As mentioned in the past, and again now, you do not have owner's consent to act on any matter that can directly or indirectly affect property owner. *I do not accept your offer.* I do not recognize you. I do not understand you nor your intent.

Stop now all forms of communication with property owner listed above. Any form of communications from you or anyone acting on your behalf, directly or indirectly are unwelcomed and upsetting.

With exception of property owner, this serves as final notice to all parties listed above. Owner reserves all rights under the law including international law and *owner's right to file a lawsuit.*

Exhibit C

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>
<p>1. Article Addressed to:</p> <p>US Bank Trustee, MPT LSF9 Master Participation Trust California Home Loans c/o Interneys (S) in fact 16745 W. Bernardo Drive Suite 300 San Diego, CA 92127</p>  <p>9590 9402 3669 7335 2724 50</p>	<p>B. Received by (Printed Name) <u>MARIA SANCHEZ</u></p> <p>C. Date of Delivery <u>8/21/18</u></p> <p>D. Is delivery address different <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address</p>
<p>2. Article Number (Transfer from service label)</p> <p>7017 3040 0000 0042 4156</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Exhibit D

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Put your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Schmitt Trust & Service</p> <p>2763 Camino del Rio S.</p> <p>1st FL</p> <p>San Diego, CA 92108</p>  <p>9590 9402 3669 7335 2724 36</p>		<p>A. Signature</p> <p>X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)  C. Date of Delivery 8/24/18</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from sender's label)</p> <p>7017 3040 0000 0042 3999</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Mail Restricted Delivery (over \$500)</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Exhibit E

Eastland Lake Drive
000, Texas 77406

RE 505 351 095 US
PSN 7690-03-000-9311
Label 200, August 2005

refused
Summit Tree Services
2763 Co
San Diego



U.S. POSTAGE
PAID
HOUSTON, TX
77077
JUL 30, 18
AMOUNT
\$15.15
R2304H108540-11

REASON CHECKED

<input type="checkbox"/> Moved, Left No Address	<input checked="" type="checkbox"/> Refused
<input type="checkbox"/> Unable To Forward	<input type="checkbox"/> No Such Number
<input type="checkbox"/> Attempted - Not Known	
<input type="checkbox"/> Unclaimed	
<input type="checkbox"/> No Such Street	
<input type="checkbox"/> Insufficient postage	

S. 1st FL
13

21

2015027380
ELECTRONICALLY RECORDED
Official Public Records
3/18/2015 10:42 AM



Laura Richard
Laura Richard, County Clerk
Fort Bend County Texas
Pages: 1 Fee: \$9.00

When recorded mail to:
Summit Trustee Services, LLC
16745 W. Bernardo Drive, Suite 100
San Diego, CA 92127
File Number: TX-15-4537-MC

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust

All beneficial interest under that certain Deed of Trust dated 12/1/2008 executed by IFEANYICHUKWU IROH AND WEREUCHE IROH, HUSBAND AND WIFE, as Trustor(s) to RANDALL C PRESENT as Trustee and recorded as Instrument 2008128490, volume XX, page XX on 12/16/2008, in of Official Records, in the office of the County Recorder of FORT BEND COUNTY, TEXAS together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Real Estate is described as follows:

LOT SEVEN (7), IN BLOCK FOUR (4) OF WATERSIDE ESTATES SEC. 11, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 2510/A OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

Dated: 3/12/15

LSF9 Master Participation Trust, by its Trustee U.S Bank Trust, N.A., THOROUGH CALIBER HOME LOANS, INC., AS ATTORNEY IN FACT FOR THE TRUSTEE

David Nilsen
By David Nilsen, Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

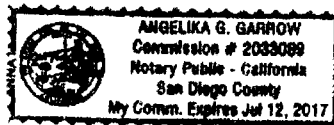
On March 12, 2015 before me, Angelika G. Garrow, the undersigned Notary Public, personally appeared David Wilson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *David Wilson*

(Seal)



STATE OF TEXAS
COUNTY OF FORT BEND

I, Laura Richard, County Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true and correct copy as the same appears on file and recorded in the appropriate records. Note: A portion of a personal identifying number may have been redacted as allowed by law.



Laura Richard
Laura Richard, County Clerk
Fort Bend County, Texas
March 20, 2015

Exhibit G

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Put your name and address on the reverse that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p><i>Caliber Home Loans</i> <i>ATTN: Dispute department</i> <i>and Accounting</i> <i>13801 Wireless Way</i> <i>OKlahoma City, OK 73134</i></p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery <i>4-6-15</i></p>	
<p>2. Article Number (Transfer from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 2013

Domestic Return Receipt

Exhibit H

To the follow parties AND/OR or any person or entity who may have a claim or interest on Property commonly called: 3915 EASTLAND LAKE DRIVE, RICHMOND, TEXAS 77406 (Located in Fort Bend County, Texas and legal description as LOT SEVEN (7) BLOCK FOUR (4) OF WATERSIDE ESTATES SECTION 11, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN SLIDE NO. 2510/A OF THE RECORD OF FORT BEND COUNTY, TEXAS.

Summit Trustee Services, LLC(TX-15-4537-MC); U.S. Bank Trust, N.A. (TX-15-4537-MC)(Trustee for LSF9 Master Participation Trust and its attorneys); Bank of America, N.A.(Loan/Account Number: 196248605);Caliber Home Loans, Inc. (Caliber Account Number: 9803595009); and or any person or entity who may have a claim or interest in the property noted above.

Dear Trustee or any person/party who may have a claim or interest in the property noted above:

Please note the following and understand that this is a lawful, peaceful and respectful communication to all parties involved who may have a claim or interest in the above property that:

I respectfully dispute owning any debt to you or any concerned parties including parties noted above. If you think I (Homeowner, Ifeanyichukwu Iroh) owns you any debt, I demand that you please send me proof of debt and ownership and right to debt (Produce the original, true, and non-Fraudulent copy of Note and Mortgage) in writing within 30 (thirty) days from the date noted above. Please be aware that sending Fraudulent documents may result in charges been brought against you for Mortgage Fraud, misleading and deceptive practices, Unclean hands including criminal and civil charges for violations of state and federal laws (along with all other charges allowed by laws) that resulted in injury to homeowner, homeowner's rights and claim for punitive damages to be paid by person or entity who cause injury to homeowner. Please note that every element of alleged debt must be proved. Please be advised that you may also be charged with **violations** of Federal Debt Collection Practice Act, Telephone Communications Practice Act (Federal Communication Commission Rules/Guidelines); State Consumer Credit Protection Act; Fair Credit Reporting Act; and **violations** of homeowner's right allowed by state and federal laws. This may also result in claim by homeowner for **punitive damages** and payment to be made to homeowner as a result of harm (injury) cause by any or all parties noted above. Other charges may include attempt to steal homeowner's property with legal and non-fraudulent proof of ownership of note and mortgage, abuse, mortgage fraud, predatory lending practices and unclean hands, and illegal wrongful foreclosure actions. Please state by what right, ownership or authorize you have concerning alleged debt, note and mortgage. Please note that assignment or re-assignment of alleged mortgage to a Non-Bank could be a violation or breach of implied covenant of good faith and fair dealing inherent in every mortgage. Please review your records to ensure that the following do not apply: Presenting Fraudulent documents to Homeowner, Robo (Robot) signing, abuse and harassment of homeowner, failure to create valid assignments and missing power of attorney. You may also want to review Securitization Audit, Bloomberg Financial Report and Mortgage Electronic Registration System (MERS) concerning note and mortgage; And also chain of title.

I do not consent to this procedure; I do not accept your offer; I do not understand your intent; I do not have any international treaty with you (No Contract); No Value; No liability.

As of today, March 7, 2015, I reserve all my rights under the law(State and Federal) and my rights under the United States Constitution and International rights. I also reserve my right to file a claim against any person or entity who cause me harm and/or as a result of violation of any of rights under State and Federal Laws.

Through my free will act, sound mind, and as a sovereign, flesh and blood human being and homeowner (Ifeanyichukwu of the family Iroh), I reserve all my rights to take legal action against any person or party who cause me injury as permitted by state, federal and international laws under Almighty God.

Sincerely,

Ifeanyichukwu of the family Iroh(Homeowner).

1081

Exhibit I

When recorded please return to:
Caliber Home Loans, Inc. -
Document Control
13801 WIRELESS WAY
OKLAHOMA CITY, OK 73134

NOTICE OF (SUBSTITUTE) TRUSTEE'S SALE

File Number: TX-18-9735-JY

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military as a member of the Texas national Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

WHEREAS, on 12/1/2008, IFEANYICHUKWU IROH AND WEREUCHE IROH, HUSBAND AND WIFE, executed a Deed of Trust conveying to ~~RANDALL C PRESENT~~ as trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR DHF MORTGAGE COMPANY LTD, ITS SUCCESSORS AND ASSIGNS, in the payment of a debt therein described, said Deed of Trust being recorded under Instrument 2008128490, Volume XX, Page XX, in the DEED OF TRUST OR REAL PROPERTY records of FORT BEND COUNTY, Texas; and

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned had been appointed Substituting Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 9/4/2018 beginning not earlier than 1:00 PM, or not later than three hours thereafter, I will sell said Real Estate in FORT BEND COUNTY, TEXAS to the highest bidder for cash. The sale will be conducted in the area designated by the Commissioners' Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted at the location where this Notice of Trustee's Sale was posted. Said Real Estate is described as follows:

LOT SEVEN (7), IN BLOCK FOUR (4) OF WATERSIDE ESTATES SEC. 11, A SUBDIVISION IN FORT BEND COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN SLIDE NO. 2510/A OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

Property Address: ~~3915 EASTLAND LAKE DRIVE, RICHMOND, TX 77406~~

Mortgage Servicer: Caliber Home Loans, Inc.

Mortgage Servicer Address: 13801 WIRELESS WAY, OKLAHOMA CITY, OK, 73134

Reinstatement Line: (800) 401-6587

Noteholder: U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, by Caliber Home Loans, Inc., as its attorney in fact

The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

WITNESS MY HAND this day, AUGUST 3, 2018



Jeff Leva, Sandy Dasigenis, Lillian Poelker, Megan L. Randle, Ebbie Murphy, Kenny Shirley, Israel Curtis, Wayne Wheat, Kelly McDaniel, Lab Kemp, Traci Yeaman, Carl Meyers, Robert Aguilar, Kristi Alvarez, Julian Perrine, Dana Dennen, Cindy Dennen, Kinney Lester, Evan Press, Cary Corenblum, Amy Bowman, Frederick Britton, Substituted Trustee

2018 AUG -3 PM 1:28



4666240

Exhibit

J (first version)

Multistate

NOTE

FHA Case No.
493-8868831-703December 1, 2008
[Date]3915 Eastland Lake Drive, Richmond, TX 77406
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means DHI MORTGAGE COMPANY LTD

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of one hundred sixty-three thousand fifteen and 00/100

Dollars (U.S. \$ 163,015.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of 5 1/4 percent (5.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on February 1, 2009. Any principal and interest remaining on the first day of January 2039, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 911209, Dallas, TX 75391-1209

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$977.36. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

493-8868831-703

000707822

-1R (0210)02

FHA Multistate Fixed Rate Note - 10/95

VMP Mortgage Solutions (600)521-7291

Page 1 of 2

Initials: *ICP/wwi*

one of two

Exhibit J (First Version)

6. BORROWER'S FAILURE TO PAY**(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of four percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

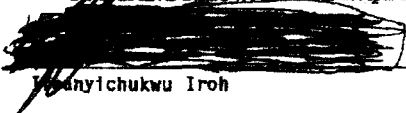
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.


Anyichukwu Iroh

(Seal)

-Borrower


Wereuche Iroh

(Seal)

-Borrower

PAY TO THE ORDER OF

(Seal)

-Borrower

(Seal)

-Borrower

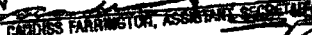
WITHOUT RECOURSE
DHI MORTGAGE COMPANY LTD
BY: DHI MORTGAGE COMPANY SP, INC.
ITS GENERAL PARTNER

(Seal)

-Borrower

(Seal)

-Borrower


CANDICE FARMINGTON, ASSISTANT SECRETARY

(Seal)

-Borrower

(Seal)

-Borrower

493-8868831-703

000707822

-1R (0210)02

Page 2 of 2



two of two

Exhibit J (Another version)

Mullstate

NOTE

FHA Case No.

493-8868831-703

December 1, 2008

[Date]

3915 Eastland Lake Drive, Richmond, TX 77406

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means DHI MORTGAGE COMPANY LTD

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of one hundred sixty-three thousand fifteen and 00/100

Dollars (U.S. \$ 163,015.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of six percent (6.000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT**(A) Time**

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on February 1, 2009. Any principal and interest remaining on the first day of January 2039, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at P.O. Box 911209, Dallas, TX 75391-1209

or at such place as Lender may designate in writing

by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 977.36. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

493-8868831-703

000707822

-1R (210)02

Page 1 of 2

FHA Mullstate Fixed Rate Note - 10/25

VMP Mortgage Solutions (800)521-7291

Initials: *TCB/wwi*

One of two

*Exhibit 3 (Another Version)***5. BORROWER'S FAILURE TO PAY****(A) Late Charge for Overdue Payments**

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of four percent (4.000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

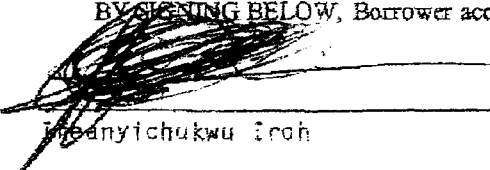
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.


Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 (Seal)
Eneanyichukwu Iroh -Borrower

 (Seal)
Weneche Iroh -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
Countrywide Bank, FSB
WITHOUT RECOURSE
DHI MORTGAGE COMPANY LTD
BY: DHI MORTGAGE COMPANY SP, INC.
ITS GENERAL PARTNER

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB

Two of two

Exhibit

K

BANK OF AMERICA TCPA SETTLEMENT
CLAIMS ADMINISTRATOR
PO BOX 4199
PORTLAND OR 97208-4199

The Huntington National Bank

CHECK NUMBER
164607

DATE
08/30/2015

252
120

Void if not negotiated within one hundred eighty (180) days of date of issue

PAY EXACTLY ***** One Hundred Forty Nine DOLLARS and 63 CENTS

AMOUNT \$ 149.63

PAY TO THE ORDER OF:
FEANYICHUKWU IROH &
VEREUCHE IROH

For Deposit Only

This check may not be cashed at
a check cashing agency or money
service business.

Authorized Signature

Brandon L. Work

DOCUMENT CONTAINS A TRUE WATERMARK. DO NOT CASH IF THE WATERMARK IS NOT VISIBLE. SEE REVERSE SIDE FOR COMPLETE SECURITY FEATURES.

⑈ 164607 ⑈ ⑆044000024⑆ 01893153561⑈